

<i>SERFF Tracking Number:</i>	<i>STAN-128294863</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>GP399-STD/512</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.002 Short Term</i>
<i>Product Name:</i>	<i>Group STD</i>		
<i>Project Name/Number:</i>	<i>Amendment Filing/GP399-STD/512</i>		

Filing at a Glance

Company: Standard Insurance Company

Product Name: Group STD

TOI: H11G Group Health - Disability Income

Sub-TOI: H11G.002 Short Term

Filing Type: Form

SERFF Tr Num: STAN-128294863 State: Arkansas

SERFF Status: Closed-Approved-
Closed

Co Tr Num: GP399-STD/512

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Authors: Alan Smith, Blanche Sabo Disposition Date: 05/04/2012

Date Submitted: 05/03/2012 Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Amendment Filing

Project Number: GP399-STD/512

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Association, Trust, Other

Overall Rate Impact:

Deemer Date:

Submitted By: Blanche Sabo

Filing Description:

Re:

Standard Insurance Company

Group Short Term Disability Policy Amendment Form GP399-STD/512

Group Short Term Disability Certificate Amendment Form GC399-STD/512

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Being filed
simultaneously.

Market Type: Group

Group Market Size: Small and Large

Explanation for Other Group Market Type:
Union

Filing Status Changed: 05/04/2012

State Status Changed: 05/04/2012

Created By: Blanche Sabo

Corresponding Filing Tracking Number:

Standard Insurance Company is filing changes to our Group Short Term Disability Insurance product for review and approval.

<i>SERFF Tracking Number:</i>	<i>STAN-128294863</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>GP399-STD/512</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.002 Short Term</i>
<i>Product Name:</i>	<i>Group STD</i>		
<i>Project Name/Number:</i>	<i>Amendment Filing/GP399-STD/512</i>		

Standard's Group STD product is filed under Group Policy Form GP399-STD and Group Certificate Form GC399-STD, both of which were approved for use in your state effective November 23, 1998.

Enclosed are duplicate copies of Group Policy Amendment Form GP399-STD/512, along with the corresponding Group Certificate Amendment Form GC399-STD/512. The forms included in this filing amend existing language and adds new language to the policy provisions as noted in the forms.

The specific benefit design of each group policy is negotiated and agreed upon by Standard Insurance Company and the Policyholder at the time of policy issue, and the appropriate filed language is then automatically included in the body of the policy and certificate. While the attached forms are submitted on 8 ½ by 11 pages, we may also print the same text in a booklet format (5 ½ by 8 ½ pages) or on electronic media (e.g. CD-ROM, Internet) if requested by a Policyholder. Also, if so requested, we may issue certificates in a foreign language, based upon a direct translation of the filed wording.

The underlying group insurance product is, and will continue to be, marketed through normal insurance channels (insurance brokers and representatives) to groups traditionally eligible for group insurance. Although the majority of group policies will be issued to employers to cover their employees, we will on occasion issue to other groups as allowed by state law. There is no deviation from generally accepted insurance practices. There is no rate impact for the changes in this filing.

The attached forms meet and exceed the requirements of the Arkansas Life and Disability Insurance Policy Language Simplification Act, when included within the base policy and certificate.

State Narrative:

Company and Contact

Filing Contact Information

Blanche Sabo, Senior Compliance Analyst	bsabo@standard.com
900 SW Fifth Ave	971-321-8475 [Phone]
C14C	971-321-8369 [FAX]
Portland, OR 97204	

Filing Company Information

Standard Insurance Company	CoCode: 69019	State of Domicile: Oregon
1100 SW 6th Avenue	Group Code: 1348	Company Type: Life Insurance
Portland, OR 97204	Group Name: SIC	State ID Number:
(971) 321-6823 ext. [Phone]	FEIN Number: 93-0242990	

SERFF Tracking Number: STAN-128294863 State: Arkansas
Filing Company: Standard Insurance Company State Tracking Number:
Company Tracking Number: GP399-STD/512
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term
Product Name: Group STD
Project Name/Number: Amendment Filing/GP399-STD/512

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: Arkansas fee is \$50.00 per form; we are filing two forms, so the total is \$100.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Standard Insurance Company	\$100.00	05/03/2012	58925084

SERFF Tracking Number:	STAN-128294863	State:	Arkansas
Filing Company:	Standard Insurance Company	State Tracking Number:	
Company Tracking Number:	GP399-STD/512		
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.002 Short Term
Product Name:	Group STD		
Project Name/Number:	Amendment Filing/GP399-STD/512		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/04/2012	05/04/2012

<i>SERFF Tracking Number:</i>	<i>STAN-128294863</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>GP399-STD/512</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.002 Short Term</i>
<i>Product Name:</i>	<i>Group STD</i>		
<i>Project Name/Number:</i>	<i>Amendment Filing/GP399-STD/512</i>		

Disposition

Disposition Date: 05/04/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	STAN-128294863	State:	Arkansas
Filing Company:	Standard Insurance Company	State Tracking Number:	
Company Tracking Number:	GP399-STD/512		
TOI:	H11G Group Health - Disability Income	Sub-TOI:	H11G.002 Short Term
Product Name:	Group STD		
Project Name/Number:	Amendment Filing/GP399-STD/512		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Form	Amendment to Group Short Term Disability Insurance Policy	Approved-Closed	Yes
Form	Amendment to Group Short Term Disability Insurance Certificate	Approved-Closed	Yes

SERFF Tracking Number: STAN-128294863 State: Arkansas

Filing Company: Standard Insurance Company State Tracking Number:

Company Tracking Number: GP399-STD/512

TOI: H11G Group Health - Disability Income Sub-TOI: H11G.002 Short Term

Product Name: Group STD

Project Name/Number: Amendment Filing/GP399-STD/512

Form Schedule

Lead Form Number: GP399-STD/512

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/04/2012	GP399-STD/512	Policy/Cont Amendment to Group Initial ract/Fratern Short Term Disability al Insurance Policy Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.000	512 Policy.final.pdf
Approved-Closed 05/04/2012	GC399-STD/512	Certificate Amendment to Group Amendmen Short Term Disability t, Insert Insurance Certificate Page, Endorseme nt or Rider	Initial		54.000	512 Certificate.final.pdf

AMENDMENT TO GROUP SHORT TERM DISABILITY INSURANCE POLICY FORM

Attached to and made a part of Group Policy Form GP399-STD

Group Policy Form GP399-STD is amended to provide the following language or provisions for any Policyholder who negotiates their inclusion into the Group Short Term Disability policy issued by us. Formatting changes due to grammatical agreement and listed items will be re-numbered or re-lettered according to Policyholder selections. The use of brackets ([]) indicate the language or provision is optional. The use of braces (< >) indicate the language or provision is variable.

- 1) The **SCHEDULE OF INSURANCE** section of the **Coverage Features** is amended to add the following new options:

Benefit Waiting Period:

[For Disability caused by
<accidental Injury>: <None to 180 days>

For Disability caused by <Physical
Disease, Pregnancy or Mental
Disorder>:] <None to 180 days>

[Extended Benefit Waiting Period:

For Disability caused by
<accidental Injury>: <None to 180 days>

For Disability caused by <Physical
Disease, Pregnancy or Mental
Disorder>: <one to 180 days>. The Extended Benefit Waiting
Period applies only for the <1 to 12-month> period
beginning on the most recent date your <Plan 1>
insurance becomes effective. Thereafter for any
period of continuous coverage only the Benefit
Waiting Period will apply.]

- 2) The **WHEN YOUR INSURANCE BECOMES EFFECTIVE** provision is amended to add the following shaded options and changes:

[You must apply in writing for insurance and agree to pay premiums within <31> days of the date you become eligible for insurance. Otherwise, you may not apply to become insured until the next <Annual Enrollment Period> [or until you have a Family Status Change].]

A. When Insurance Becomes Effective

[The **Coverage Features** states whether insurance is Contributory or Noncontributory.]

Subject to the **Active Work Provisions**, your insurance becomes effective [on <the first day of the calendar month coinciding with or next following> the date you become eligible for insurance] [as follows]:

[1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on <the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability>.]

[2. Insurance Not Subject To Evidence Of Insurability]

[The Coverage Features states whether insurance is Contributory or Noncontributory.]

[a. Noncontributory Insurance]

Noncontributory **<Plan 1>** insurance **[not subject to Evidence Of Insurability]** becomes effective on the date you become eligible **[unless you become eligible for <Plan 2> Contributory insurance].]**

[b. Contributory Insurance]

You must apply in writing for **<Plan 2> Contributory** insurance and agree to pay premiums. **<Plan 2> Contributory** insurance **[not subject to Evidence Of Insurability]** becomes effective on **<the first day of the calendar month coinciding with or next following>]:**

i. The date you become eligible if you apply on or before that date; or

ii. The date you apply if you apply **[within <31 days>]** after the date you become eligible.]

[iii. The <January 1 following> the <Annual> Enrollment Period if you apply during the <Annual> Enrollment Period.]

[iv. The later of the date you apply or the date of the Family Status Change if you apply within <31 days> of a Family Status Change.]

[Late application: Evidence Of Insurability is required if you apply [more than <31 days> after you become eligible] [or outside the <Annual> Enrollment Period] [or more than <31 days> after a Family Status Change].]

<[Note: If you do not apply during the Enrollment Period, then until you have been insured under the Group Policy for <12> consecutive months, you will have a longer Benefit Waiting Period for Disabilities caused by Physical Disease, Pregnancy or Mental Disorder. The Enrollment Periods and applicable Benefit Waiting Periods are shown in Coverage Features.]

-or-

[Note: If you do not apply [during the <Annual> Enrollment Period] [or within <31 days> after a Family Status Change], then an Extended Benefit Waiting Period will apply. The [<Annual> Enrollment Period and] Benefit Waiting Periods are shown in Coverage Features.]>

B. Takeover Provisions

[1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.]

[2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than <31 days> but were not insured.]

-or-

[2. An Extended Benefit Waiting Period will apply if you were eligible for insurance under the Prior Plan for more than <31 days> but were not insured. The applicable Benefit Waiting Periods are shown in Coverage Features.]

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

- [a. For late application [for Contributory insurance].]
- [b. For Members eligible for more than <31 days> but not insured [for Contributory insurance] [under the Prior Plan].]
- [c. For reinstatements if required.]
- [g. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.]

- 3) The **WHEN YOUR INSURANCE BECOMES EFFECTIVE** provision is amended to add the following new optional Enrollment Period language:

[During Your Employer's <Annual> Enrollment Period

During your Employer's <Annual> Enrollment Period [certain] Evidence Of Insurability requirements will be waived. [However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us, or if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

- [1. If you are insured for an amount less than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance up to the Guarantee Issue Amount during the <Annual> Enrollment Period.]
- [2. If you are insured for an amount equal to or greater than the Guarantee Issue Amount, requirement(s) <a., b., or c.,> above will be waived if you apply for an increase in your insurance during the <Annual> Enrollment Period.]
- [3. If you become eligible for insurance after your Employer's last <Annual> Enrollment Period, requirement(s) <a., b., or c.> above will be waived if you apply for insurance [up to the Guarantee Issue Amount] during the next <Annual> Enrollment Period.]

<Annual Enrollment Period> means <the period designated each year by your Employer when you may change insurance elections>.]

[<Open Enrollment> on Group Policy Effective Date

If you were eligible but not insured for <Contributory> insurance under the Prior Plan on the day before the Group Policy Effective Date, requirement <a> above will be waived if you apply for <Contributory> insurance within <31> days of the Group Policy Effective Date.] [However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

[If you were eligible but not insured for <Contributory> insurance on the Group Policy Effective Date, requirement <a> above will be waived if you apply for <Contributory> insurance during the open enrollment period [beginning <first day of the open enrollment - or- date> and ending on <last day of open enrollment -or- date>]. [However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]]

[In the event of a Family Status Change

In the event of a Family Status Change [certain] Evidence Of Insurability requirements will be waived.] [However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us, or if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

- [1. If you are eligible but not insured, requirement(s) <a., b., or c.> above will be waived if you apply for insurance within <31 days> of a Family Status Change.]
- [2. If you are insured for an amount less than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance, up to the Guarantee Issue Amount, within <31 days> of a Family Status Change.]
- [3. If you are insured for an amount equal to or greater than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance by <\$>, but not to exceed <\$>, within <31 days> of a Family Status Change.]

[Family Status Change means any of the following events:

- <1. Your marriage or divorce or legal separation.
2. The birth of your Child.
3. The adoption of a Child by you.
4. The death of your Spouse and/ or Child.
5. The commencement or termination of your Spouse's employment.
6. A change in employment from full-time to part-time by your Spouse.>]

[Family Status Change means a "change of status" as defined under your Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.]

- 4) The Waiver Of Active Work Requirement in the **CONTINUITY OF COVERAGE** provision is amended to add the following shaded options and changes:

If you were <insured -or- covered> under the Prior Plan on the day before [you became eligible for] [the effective date of your Employer's] coverage under the Group Policy, you can become insured [under the Group Policy on the date you become eligible] [on the effective date of your Employer's coverage] without meeting the Active Work requirement. See **Active Work Provisions**.

- 5) The Effect of Preexisting Conditions section in the **CONTINUITY OF COVERAGE** provision is amended to add the following new optional language:

[If your Disability is subject to the Preexisting Condition limitation, the limitation will not apply to your STD Benefits if all of the following are true:

1. You were <insured -or- covered> under the Prior Plan on the day before [you became eligible for] [the effective date of your <Employer's or acquired employer's>] coverage under the Group Policy;
2. You became insured under the Group Policy when your <insurance -or- coverage> under the Prior Plan ceased;

3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Your Disability would not have been subject to any preexisting condition limitation or exclusion of the Prior Plan, if it had remained in force.

For such a Disability, the amount of your STD Benefit will be the STD Benefit payable under the terms of the Group Policy but without application of the Preexisting Condition limitation.}]

- 6) That portion of the **WHEN YOUR INSURANCE ENDS** provision which reads as follows is amended to add the following shaded options:

4. <The last day of the calendar month coinciding with or next following> the date your employment terminates.
5. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

<a. During the first <1-365> days you are absent from Active Work under your Employer's [sick leave] [or personal leave] [Paid Time Off] plan, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.

-or-

a. During the first <1-365> days of a temporary or indefinite administrative or involuntary leave of absence [or Paid Time Off] [or sick leave], provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. [A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.}]>

[e. During the Benefit Waiting Period and while STD Benefits are payable.]

- 7) The **REINSTATEMENT OF INSURANCE** provision is amended to add the following shaded options and changes:

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. [STD Only: If you cease to be a Member because of a covered Disability, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after STD Benefits end, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which STD Benefits were payable, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].]

[When STD is sold with LTD: If you cease to be a Member because of a covered Disability, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after the later of the dates in a. and b. below, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which STD Benefits were paid, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].

- a. The date STD Benefits end;

- b. The date long term disability benefits end under a group long term disability policy issued by us to the Policyholder, [provided the long term disability benefits are payable for the same Disability].]

[2. **Non-Occ:** If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after <workers' compensation temporary benefits> end, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which <workers' compensation temporary benefits> were payable, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].]

[3. If your insurance ends because you cease to be a Member for any reason [other than <a covered Disability, -or- <#> above>] and if you become a Member again within <1-365 days>, the Eligibility Waiting Period will be waived.]

[4. <If your insurance ends because you fail to make a required premium contribution, [the Eligibility Waiting Period will be waived and] you must provide Evidence Of Insurability to become insured again.

-or-

If your insurance ends because you fail to make a required premium contribution, [the Eligibility Waiting Period will be waived and] [until you have been insured for <12 consecutive months> an Extended Benefit Waiting Period will apply. The applicable Benefit Waiting Period(s) are shown in **Coverage Features**].>]

[5. If your insurance ends because you are on a <federal or state-mandated> family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the <federal or state-mandated> family or medical leave act or law.]

[6. The Preexisting Condition limitation will be applied as if insurance had remained in effect in the following instances:

- a. If you become insured again within <1-365 days>.
- b. If required by <federal or state-mandated> family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.]

[7. In no event will insurance be retroactive.]

8) That portion of the Material Duties definition within the **DEFINITION OF DISABILITY** provision, as shown below, is amended by making the last part of the definition optional:

Material Duties means the usual duties you perform in your regular job with your Employer[, that cannot be reasonably modified or omitted].

9) The **DEFINITION OF DISABILITY** provision is amended to add the following new optional language:

[Trial attorney or trial practice will not be considered one of the legal subject matter areas or types of legal practice in which you specialize, unless you personally appear and actively participate in legal proceedings on behalf of clients, at least <1 to 6> hours per day an average of at least to <1 to 180> days per year during the <3 to 60> months immediately before you become Disabled. Time you spend preparing to actively participate in legal

proceedings can be counted in meeting up to <5 to 80>% of the hours-per-day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings, and the taking or defending of depositions.]

[We may require billable hour or other time and earnings records as proof that you meet the requirements in this provision.]

- 10) Item A. Return To Work Responsibility of the **RETURN TO WORK PROVISIONS** is amended so that it is now optional.
- 11) Item C. Work Earnings Definition in the **RETURN TO WORK PROVISIONS** is amended to add the following **shaded** options and changes:

Work Earnings includes earnings from your Employer, [any other employer, or self-employment,] and any [sick pay,] [Paid Time Off,] [vacation pay,] [annual pay] [or personal leave pay] [or other salary continuation] earned or accrued while working.

- 12) The **DEDUCTIBLE INCOME** provision is amended to add the following **shaded** options and changes:

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. [Sick pay] [, annual pay] [or personal leave pay,] [or severance pay,] [or Paid Time Off] [or other salary continuation,] [or vacation pay] [including donated amounts,] [(but not [vacation pay] [or Paid Time Off])] <paid/ payable> to you by your Employer, [if it exceeds the amount found in a., b., and c.
- a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your [sick pay] [vacation pay] [Paid Time Off] [or severance pay,] [or other salary continuation] to that amount.
- b. Determine <50-100>% of your Predisability Earnings.
- c. If a. is greater than b., the difference will be Deductible Income.]]

- 13) Item C. of the **LIMITATIONS** provision is amended to add the following **shaded** options and changes:

[C. [Paid] Sick Leave [Or Other Salary Continuation]

No STD Benefits will be paid for any period when you are receiving [or are eligible to receive] [paid] [sick leave] [or Paid Time Off] [or other salary continuation] [including donated amounts,] [(but not [vacation pay] [or Paid Time Off])] from your Employer.]

- 14) Item I. Assignment in the **CLAIMS** provision is amended so that it is now optional.

- 15) The **DEFINITIONS** section is amended to add the following **shaded** options and changes:

Benefit Waiting Period [includes the Benefit Waiting Period and the Extended Benefit Waiting Period if it applies to you, and] means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period [or the Extended Benefit Waiting Period]. See **Coverage Features**.

[Paid Time Off means <vacation pay or sick pay or annual or personal leave pay> provided

by your Employer.】

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy. 【Prior Plan also includes a group short term disability plan under which you were covered through your employment with (a) an Employer, as defined above, or (b) an employer acquired through a stock or asset purchase by the Policyholder or Employer, and which was terminated on the date your coverage under the plan terminated.】

- 16) In the Policy Only: The last sentence of Item J. Agency And Release located in **POLICYHOLDER AND EMPLOYER PROVISIONS** as shown below is amended to make it optional:

【The Policyholder and each Employer hereby release, hold harmless and indemnify Standard from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of any of them or their representatives, agents or employees.】

STANDARD INSURANCE COMPANY

By


President


Corporate Secretary

AMENDMENT TO GROUP SHORT TERM DISABILITY INSURANCE CERTIFICATE FORM

Attached to and made a part of Group Certificate Form GC399-STD

Group Certificate Form GC399-STD is amended to provide the following provision for any Policyholder who negotiates its inclusion into their Group Short Term Disability certificate issued by us. Formatting changes due to grammatical agreement will be made in the policy forms, and in the certificate forms. List items will be re-numbered or re-lettered according to Policyholder selections. The use of brackets ([]) indicate the language or provision is optional. The use of braces (< >) indicate the language or provision is variable.

- 1) The **SCHEDULE OF INSURANCE** section of the **Coverage Features** is amended to add the following new options:

Benefit Waiting Period:

[For Disability caused by
<accidental Injury>: <None to 180 days>

For Disability caused by <Physical
Disease, Pregnancy or Mental
Disorder>:] <None to 180 days>

[Extended Benefit Waiting Period:

For Disability caused by
<accidental Injury>: <None to 180 days>

For Disability caused by <Physical
Disease, Pregnancy or Mental
Disorder>: <one to 180 days>. The Extended Benefit Waiting
Period applies only for the <1 to 12-month> period
beginning on the most recent date your <Plan 1>
insurance becomes effective. Thereafter for any
period of continuous coverage only the Benefit
Waiting Period will apply.]

- 2) The **WHEN YOUR INSURANCE BECOMES EFFECTIVE** provision is amended to add the following shaded options and changes:

[You must apply in writing for insurance and agree to pay premiums within <31> days of the date you become eligible for insurance. Otherwise, you may not apply to become insured until the next <Annual Enrollment Period> [or until you have a Family Status Change].]

A. When Insurance Becomes Effective

[The **Coverage Features** states whether insurance is Contributory or Noncontributory.]

Subject to the **Active Work Provisions**, your insurance becomes effective [on <the first day of the calendar month coinciding with or next following> the date you become eligible for insurance] [as follows]:

[1. Insurance Subject To Evidence Of Insurability

Insurance subject to Evidence Of Insurability becomes effective on <the first day of the calendar month coinciding with or next following the date we approve your Evidence Of Insurability>.]

[2. Insurance Not Subject To Evidence Of Insurability]

[The **Coverage Features** states whether insurance is Contributory or Noncontributory.]

[a. Noncontributory Insurance

Noncontributory <Plan 1> insurance [not subject to Evidence Of Insurability] becomes effective on the date you become eligible [unless you become eligible for <Plan 2> Contributory insurance].]

[b. Contributory Insurance

You must apply in writing for <Plan 2> Contributory insurance and agree to pay premiums. <Plan 2> Contributory insurance [not subject to Evidence Of Insurability] becomes effective on <the first day of the calendar month coinciding with or next following>]:

- i. The date you become eligible if you apply on or before that date; or
- [ii. The date you apply if you apply [within <31 days>] after the date you become eligible.]

[iii. The <January 1 following> the <Annual> Enrollment Period if you apply during the <Annual> Enrollment Period.]

[iv. The later of the date you apply or the date of the Family Status Change if you apply within <31 days> of a Family Status Change.]

[Late application: Evidence Of Insurability is required if you apply [more than <31 days> after you become eligible] [or outside the <Annual> Enrollment Period] [or more than <31 days> after a Family Status Change].]

<[Note: If you do not apply during the Enrollment Period, then until you have been insured under the Group Policy for <12> consecutive months, you will have a longer Benefit Waiting Period for Disabilities caused by Physical Disease, Pregnancy or Mental Disorder. The Enrollment Periods and applicable Benefit Waiting Periods are shown in **Coverage Features**.]

-or-

[Note: If you do not apply [during the <Annual> Enrollment Period] [or within <31 days> after a Family Status Change], then an Extended Benefit Waiting Period will apply. The [<Annual> Enrollment Period and] Benefit Waiting Periods are shown in **Coverage Features**.]>

B. Takeover Provisions

- [1. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.]
- [2. You must submit satisfactory Evidence Of Insurability to become insured if you were eligible for insurance under the Prior Plan for more than <31 days> but were not insured.]

-or-

[2. An Extended Benefit Waiting Period will apply if you were eligible for insurance under the Prior Plan for more than <31 days> but were not insured. The applicable Benefit Waiting Periods are shown in **Coverage Features**.]

C. Evidence Of Insurability Requirement

Evidence Of Insurability satisfactory to us is required:

[a. For late application [for Contributory insurance].]

[b. For Members eligible for more than <31 days> but not insured [for Contributory insurance] [under the Prior Plan].]

[c. For reinstatements if required.]

[g. For becoming insured for any amount greater than the amount for which you were insured under the Prior Plan, if your insurance under the Prior Plan was limited because you did not provide evidence of insurability or because your evidence of insurability was not approved.]

- 3) The **WHEN YOUR INSURANCE BECOMES EFFECTIVE** provision is amended to add the following new optional Enrollment Period language:

[During Your Employer's <Annual> Enrollment Period

During your Employer's <Annual> Enrollment Period [certain] Evidence Of Insurability requirements will be waived. [However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us, or if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

[1. If you are insured for an amount less than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance up to the Guarantee Issue Amount during the <Annual> Enrollment Period.]

[2. If you are insured for an amount equal to or greater than the Guarantee Issue Amount, requirement(s) <a., b., or c.,> above will be waived if you apply for an increase in your insurance during the <Annual> Enrollment Period.]

[3. If you become eligible for insurance after your Employer's last <Annual> Enrollment Period, requirement(s) <a., b., or c.> above will be waived if you apply for insurance [up to the Guarantee Issue Amount] during the next <Annual> Enrollment Period.]

<Annual Enrollment Period> means <the period designated each year by your Employer when you may change insurance elections>.]

[<Open Enrollment> on Group Policy Effective Date

If you were eligible but not insured for <Contributory> insurance under the Prior Plan on the day before the Group Policy Effective Date, requirement <a> above will be waived if you apply for <Contributory> insurance within <31> days of the Group Policy Effective Date.] [However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

[If you were eligible but not insured for <Contributory> insurance on the Group Policy Effective Date, requirement <a> above will be waived if you apply for <Contributory> insurance during the open enrollment period [beginning <first day of the open enrollment - or- date> and ending on <last day of open enrollment -or- date>]. [However, we will not waive the Evidence Of Insurability requirements if you previously submitted evidence of

good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]]

[In the event of a Family Status Change

In the event of a Family Status Change [certain] Evidence Of Insurability requirements will be waived.] [However, we will not waive the Evidence Of Insurability requirements if you previously submitted Evidence Of Insurability that was not approved by us, or if you previously submitted evidence of good health that was not approved by the insurer(s) of the Prior Plan or any preceding plans.]

- [1. If you are eligible but not insured, requirement(s) <a., b., or c.> above will be waived if you apply for insurance within <31 days> of a Family Status Change.]
- [2. If you are insured for an amount less than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance, up to the Guarantee Issue Amount, within <31 days> of a Family Status Change.]
- [3. If you are insured for an amount equal to or greater than the Guarantee Issue Amount, requirement(s) <a., b., or c.> above will be waived if you apply for an increase in your insurance by <\$>, but not to exceed <\$>, within <31 days> of a Family Status Change.]

[Family Status Change means any of the following events:

- <1. Your marriage or divorce or legal separation.
2. The birth of your Child.
3. The adoption of a Child by you.
4. The death of your Spouse and/ or Child.
5. The commencement or termination of your Spouse's employment.
6. A change in employment from full-time to part-time by your Spouse.>]

[Family Status Change means a "change of status" as defined under your Employer's IRC Section 125 Cafeteria Plan. The change must be allowed by your Employer's IRC Section 125 Cafeteria Plan.]

- 4) The Waiver Of Active Work Requirement in the **CONTINUITY OF COVERAGE** provision is amended to add the following shaded options and changes:

If you were <insured -or- covered> under the Prior Plan on the day before [you became eligible for] [the effective date of your Employer's] coverage under the Group Policy, you can become insured [under the Group Policy on the date you become eligible] [on the effective date of your Employer's coverage] without meeting the Active Work requirement. See **Active Work Provisions**.

- 5) The Effect of Preexisting Conditions section in the **CONTINUITY OF COVERAGE** provision is amended to add the following new optional language:

[If your Disability is subject to the Preexisting Condition limitation, the limitation will not apply to your STD Benefits if all of the following are true:

1. You were <insured -or- covered> under the Prior Plan on the day before [you became eligible for] [the effective date of your <Employer's or acquired employer's>] coverage under the Group Policy;

2. You became insured under the Group Policy when your <insurance -or- coverage> under the Prior Plan ceased;
3. You were continuously insured under the Group Policy from the effective date of your insurance under the Group Policy through the date you became Disabled from the Preexisting Condition; and
4. Your Disability would not have been subject to any preexisting condition limitation or exclusion of the Prior Plan, if it had remained in force.

For such a Disability, the amount of your STD Benefit will be the STD Benefit payable under the terms of the Group Policy but without application of the Preexisting Condition limitation.}]

- 6) That portion of the **WHEN YOUR INSURANCE ENDS** provision which reads as follows is amended to add the following shaded options:

4. <The last day of the calendar month coinciding with or next following> the date your employment terminates.
5. The date you cease to be a Member. However, your insurance will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.
 - <a. During the first <1-365> days you are absent from Active Work under your Employer's [sick leave] [or personal leave] [Paid Time Off] plan, provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member.

-or-

- a. During the first <1-365> days of a temporary or indefinite administrative or involuntary leave of absence [or Paid Time Off] [or sick leave], provided your Employer is paying you at least the same Predisability Earnings paid to you immediately before you ceased to be a Member. [A period when you are absent from Active Work as part of a severance or other employment termination agreement is not a leave of absence, even if you are receiving the same Predisability Earnings.]>

[e. During the Benefit Waiting Period and while STD Benefits are payable.]

- 7) The **REINSTATEMENT OF INSURANCE** provision is amended to add the following shaded options and changes:

If your insurance ends, you may become insured again as a new Member. However, the following will apply:

1. [STD Only: If you cease to be a Member because of a covered Disability, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after STD Benefits end, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which STD Benefits were payable, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].]

[When STD is sold with LTD: If you cease to be a Member because of a covered Disability, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after the later of the dates in a. and b. below, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which

STD Benefits were paid, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].

- a. The date STD Benefits end;
- b. The date long term disability benefits end under a group long term disability policy issued by us to the Policyholder, [provided the long term disability benefits are payable for the same Disability].]

[2. **Non-Occ:** If you cease to be a Member because of a Disability that is not covered solely because of the exclusion for work related Disabilities, your insurance will end. However, if you become a Member again <immediately; within <1-90> days> after <workers' compensation temporary benefits> end, the Eligibility Waiting Period will be waived [and, with respect to the condition(s) for which <workers' compensation temporary benefits> were payable, the Preexisting Condition limitation will be applied as if your insurance had remained in effect during that period of Disability].]

[3. If your insurance ends because you cease to be a Member for any reason [other than <a covered Disability, -or- <#> above>] and if you become a Member again within <1-365 days>, the Eligibility Waiting Period will be waived.]

[4. <If your insurance ends because you fail to make a required premium contribution, [the Eligibility Waiting Period will be waived and] you must provide Evidence Of Insurability to become insured again.

-or-

If your insurance ends because you fail to make a required premium contribution, [the Eligibility Waiting Period will be waived and] [until you have been insured for <12 consecutive months> an Extended Benefit Waiting Period will apply. The applicable Benefit Waiting Period(s) are shown in **Coverage Features**].>]

[5. If your insurance ends because you are on a <federal or state-mandated> family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the <federal or state-mandated> family or medical leave act or law.]

[6. The Preexisting Condition limitation will be applied as if insurance had remained in effect in the following instances:

- a. If you become insured again within <1-365 days>.
- b. If required by <federal or state-mandated> family or medical leave act or law and you become insured again immediately following the period allowed under the family or medical leave act or law.]

[7. In no event will insurance be retroactive.]

8) That portion of the Material Duties definition within the **DEFINITION OF DISABILITY** provision, as shown below, is amended by making the last part of the definition optional:

Material Duties means the usual duties you perform in your regular job with your Employer[, that cannot be reasonably modified or omitted].

9) The **DEFINITION OF DISABILITY** provision is amended to add the following new optional language:

[Trial attorney or trial practice will not be considered one of the legal subject matter areas or types of legal practice in which you specialize, unless you personally appear and actively participate in legal proceedings on behalf of clients, at least <1 to 6> hours per day an average of at least to <1 to 180> days per year during the <3 to 60> months immediately before you become Disabled. Time you spend preparing to actively participate in legal proceedings can be counted in meeting up to <5 to 80>% of the hours-per-day and days-per-year requirement. Legal proceedings include civil or criminal trials, administrative rule making or contested case hearings, workers compensation hearings, arbitration and mediation hearings, and the taking or defending of depositions.]

[We may require billable hour or other time and earnings records as proof that you meet the requirements in this provision.]

- 10) Item A. Return To Work Responsibility of the **RETURN TO WORK PROVISIONS** is amended so that it is now optional.
- 11) Item C. Work Earnings Definition in the **RETURN TO WORK PROVISIONS** is amended to add the following **shaded** options and changes:

Work Earnings includes earnings from your Employer, [any other employer, or self-employment,] and any [sick pay,] [Paid Time Off,] [vacation pay,] [annual pay] [or personal leave pay] [or other salary continuation] earned or accrued while working.

- 12) The **DEDUCTIBLE INCOME** provision is amended to add the following **shaded** options and changes:

Subject to **Exceptions To Deductible Income**, Deductible Income means:

1. [Sick pay] [, annual pay] [or personal leave pay,] [or severance pay,] [or Paid Time Off] [or other salary continuation,] [or vacation pay] [including donated amounts,] [(but not [vacation pay] [or Paid Time Off])] <paid/ payable> to you by your Employer, [if it exceeds the amount found in a., b., and c.
- a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your [sick pay] [vacation pay] [Paid Time Off] [or severance pay,] [or other salary continuation] to that amount.
- b. Determine <50-100>% of your Predisability Earnings.
- c. If a. is greater than b., the difference will be Deductible Income.]]

- 13) Item C. of the **LIMITATIONS** provision is amended to add the following **shaded** options and changes:

[C. [Paid] Sick Leave [Or Other Salary Continuation]

No STD Benefits will be paid for any period when you are receiving [or are eligible to receive] [paid] [sick leave] [or Paid Time Off] [or other salary continuation] [including donated amounts,] [(but not [vacation pay] [or Paid Time Off])] from your Employer.]

- 14) Item I. Assignment in the **CLAIMS** provision is amended so that it is now optional.
- 15) The **DEFINITIONS** section is amended to add the following **shaded** options and changes:

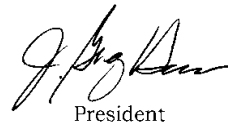
Benefit Waiting Period [includes the Benefit Waiting Period and the Extended Benefit Waiting Period if it applies to you, and] means the period you must be continuously Disabled before STD Benefits become payable. No STD Benefits are payable for the Benefit Waiting Period [or the Extended Benefit Waiting Period]. See **Coverage Features**.

[Paid Time Off means <vacation pay or sick pay or annual or personal leave pay> provided by your Employer.]

Prior Plan means your Employer's group short term disability insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy. [Prior Plan also includes a group short term disability plan under which you were covered through your employment with (a) an Employer, as defined above, or (b) an employer acquired through a stock or asset purchase by the Policyholder or Employer, and which was terminated on the date your coverage under the plan terminated.]

STANDARD INSURANCE COMPANY

By



President

<i>SERFF Tracking Number:</i>	<i>STAN-128294863</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Standard Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>GP399-STD/512</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.002 Short Term</i>
<i>Product Name:</i>	<i>Group STD</i>		
<i>Project Name/Number:</i>	<i>Amendment Filing/GP399-STD/512</i>		

Supporting Document Schedules

		Item Status:	Status
			Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	05/04/2012
Comments:			
Attachment:			
AR cert read.pdf			

		Item Status:	Status
			Date:
Bypassed - Item:	Application	Approved-Closed	05/04/2012
Bypass Reason:	NA. We are not filing a policy.		
Comments:			

STANDARD INSURANCE COMPANY
1100 SW SIXTH AVENUE
PORTLAND, OREGON 97204

CERTIFICATION OF READABILITY

State of Arkansas

<u>Form Number</u>	<u>Flesch Reading Ease Score</u>
GP399-STD/512	51
GC399-STD/512	54

I hereby certify that to the best of my knowledge and belief, the above-referenced form(s) meet or exceed the minimum reading ease score and all other readability requirements of any applicable insurance laws and regulations in the State of Arkansas.


C. Elizabeth Sloan

5-2-12

Date

2nd VP & Associate Counsel, ISG-Legal